



Alan C. Lloyd, Ph.D.  
Agency Secretary  
Cal/EPA

## Department of Toxic Substances Control

8800 Cal Center Drive  
Sacramento, California 95826-3200



Arnold Schwarzenegger  
Governor

July 8, 2005

Mr. Chris Meyer  
Operations Team Manager  
276 Tank Farm Road  
P.O. Box 1069  
San Luis Obispo, California 93406

VOLUNTARY CLEANUP AGREEMENT, PUREGRO LINDEN FACILITY  
APN-091-290-11; LINDEN, CALIFORNIA

Dear Mr. Meyer:

The Department of Toxic Substances Control (DTSC) has enclosed a fully executed copy of the Voluntary Cleanup Agreement (VCA) for the PureGro Linden Facility on APN-091-290-11, Linden, California 95236.

In addition to the VCA, I have enclosed a Customer Service Survey developed by the California Environmental Protection Agency (Cal/EPA). Cal/EPA would appreciate your input regarding DTSC staff's performance while negotiating and preparing the agreement. Please complete the enclosed Customer Service Survey and return it to Cal/EPA. Your assistance in improving the quality of services provided by DTSC is greatly appreciated.

If you have any questions, please call Mr. Eric Wallberg, Project Manager for this VCA at (916) 255-3749.

Sincerely,

Steven R. Becker, P.G., Chief  
Site Evaluation and Remediation Unit

Enclosures

cc: See next page.

Mr. Chris Meyer  
July 8, 2005  
Page 2

cc: Mr. Achebe Hope  
Project Manager  
Unocal  
276 Tank Farm Road  
P.O. Box 1069  
San Luis Obispo, California 93406

Mr. Eric Chase  
ENSR Corporation  
10411 Old Placerville Road, Suite 210  
Sacramento, California 95827-2508

Mr. Ben Heningburg  
ENSR Corporation  
10411 Old Placerville Road, Suite 210  
Sacramento, California 95827-2508

Mr. Eric Wallberg  
Project Manager  
Site Evaluation and Remediation Unit  
Northern California-Central Cleanup Operations Branch  
Site Mitigation and Brownfields Reuse Program  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:	)	Docket No.: <u>HSA-A 05/06-003</u>
	)	
PureGro Facility	)	
776140	)	
19783 State Route 26	)	Voluntary Cleanup
Linden, California 95236	)	Agreement
	)	
Project Proponent	)	Health and Safety Code
Union Oil Company of California	)	Section 25355.5(a)(1)(C)
276 Tank Farm Road	)	
P.O. Box 1069	)	
San Luis Obispo, California 93406	)	
_____	)	

I. INTRODUCTION

1.1 Parties. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) enters into this Voluntary Cleanup Agreement (Agreement) with Union Oil Company of California (Unocal) (Proponent).

1.2 Site. The property which is the subject of this Agreement (Site) is located at 19783 State Route 26 (A.K.A. East Main Street), Linden, San Joaquin County, California 95236. The site is located on the corner of State Route 26 and Wall Road. The Site property consists of 2.2 acres and is identified by Assessor's Parcel Number(s)

091-290-11. A diagram of the Site and a location map are attached as Exhibit A and Exhibit B.

1.3 Jurisdiction. This Agreement is entered into by DTSC and Proponent pursuant to Health and Safety Code (H&SC) section 25355.5(a) (1) (C). This section authorizes DTSC to enter into an enforceable agreement with Proponents to oversee the characterization and cleanup of a Site.

1.4 Purpose. The purpose of this Agreement is for the Proponent to complete a Preliminary Endangerment Assessment under the oversight of DTSC. The purpose of this Agreement is also for DTSC to obtain reimbursement from the Proponent for DTSC's oversight costs.

## II. BACKGROUND

2.1 Ownership. The Site is owned by Unocal.

2.2 Substances Found at the Site. Reports, containing the results of environmental media sampling conducted at the Site, indicate that the soil is contaminated with non-hazardous substances, including nitrate and sulfate, and hazardous substances, including 4,4-DDD, 4,4-DDE, 4,4-DDT, bromacil, dieldrin, diuron, ammonia, arsenic and zinc,.

2.3 Physical Description. The PureGro Linden facility is located approximately 10 miles east of the City of Stockton, California at the corner of State Route 26 and Wall Road in Linden, San Joaquin County, California. The site is bordered to the north by walnut orchards; to the east by Wall Road and a walnut orchard; to the south by railroad tracks, State Route 26, a walnut orchard, and a nut shelling plant; and to the west by a Diamond of California (Diamond) walnut processing facility. The subject property consists of one rectangular parcel approximately 2.2 acres in size.

The subject property is located approximately 95 feet above mean sea level. According to the Department of Water Resources Northern District website, groundwater has been encountered in the vicinity of the subject property at depths ranging from approximately 120 to 150 feet below ground surface. The nearest surface body of water is Morman Slough, located approximately 1,700 feet southeast of the subject property.

The subject property has one building. A warehouse is centrally located on the property. Within the warehouse is an office, warehouse storage and a repair shop. The interior of the warehouse is generally clear of debris, furniture, and other appurtenances.

2.4 Site History. Prior to 1981, this site served as a staging area and storage facility for Hughes Spray Chemical (Hughes), a small pesticide and fertilizer application firm. No list of agricultural chemical products is available for the period prior to October 1981 when the facility was operated by Hughes. However, Hughes reportedly opened and mixed pesticide products at the site.

Between October 1981 to 1990, Brea Agricultural Service (Brea) used the site for pesticide and fertilizer storage and retail sales. Brea sold bulk fertilizers and non-hazardous dormant spray. The company also sold pesticides in original, sealed, chemical product containers. No pesticide manufacturing or product formulation appears to have taken place at the site since October 1981.

Trucks, tractors, and application equipment which transported or came into direct contact with pesticides and fertilizers were washed at the site on concrete rinse pads. Contaminated rinsate was purportedly collected and temporarily stored in rinsate holding tanks. Brea's agricultural service policy in the 1980s was to empty rinsate holding tanks every 60 days. Fertilizer rinsate was purportedly applied to local croplands, and pesticide rinsate was purportedly transported to off-site waste facilities for proper disposal.

A letter by Brea, dated May 25, 1982, states that "...trucks, tractors, and various pieces of agricultural chemical and fertilizer application equipment are washed, and the water is discharged to an evaporation pond. Testing has shown these rinse waters to be non-hazardous."

PureGro, a subsidiary of Unocal, purchased the property from Brea in 1990. Shortly after acquisition by PureGro, industrial equipment was removed from the site and the pesticide warehouse was cleaned. Pesticide and fertilizer rinsate tanks at the former Brea site were purged and their contents removed in accordance with applicable environmental laws and regulations. Between 1992 and 1999 six steel aboveground storage tanks roughly 10 feet in diameter and 23 feet in height each and debris from a demolished scale house were removed from the site.

No storage or retail sales of agricultural products have taken place at the Linden site since the Brea's inventory of pesticides and fertilizers was removed by PureGro in 1990. Facilities currently at the site include an empty warehouse and a concrete rinse pad. The site has been inactive since July 1990.

### III. AGREEMENT

3.0 IT IS HEREBY AGREED THAT DTSC will provide review and oversight of the response activities conducted by the Proponent in accordance with the Scope of Work contained in Exhibit C. The Proponent shall conduct the activities in the manner specified herein and in accordance with the schedule specified in Exhibit E. All work shall be performed consistent with H&SC section 25300 et seq., as amended; the National Contingency Plan (40 Code of Federal Regulations (CFR) Part 300), as amended; the United States Environmental Protection Agency (U.S. EPA) and DTSC Superfund guidance documents regarding site investigation and remediation.

3.1 Scope of Work and DTSC Oversight. DTSC shall review all Proponent deliverables as described in Exhibit C (Scope of Work) and other documents applicable to the scope of the project and will provide Proponent with written comments. DTSC shall provide oversight of field activities, including sampling and remedial activities, as appropriate. DTSC's completion of activities described above shall constitute DTSC's complete performance under this Agreement.

3.2 Additional Activities. Additional activities may be conducted and DTSC oversight provided by amendment to this Agreement or Exhibits hereto in accordance with Paragraph 3.17. If DTSC expects additional oversight costs to be incurred related to these additional activities, it will provide an estimate of the additional oversight cost to the Proponent.

3.3 Agreement Managers. James L. Tjosvold, P.E., Chief is designated by DTSC as its Manager for this Agreement. Unocal Project Manager Mr. Achebe Hope is assigned by the Proponent as Manager for this Agreement. Each Party to this Agreement shall provide at least ten (10) days advance written notice to the other of any change in its designated manager.

3.4 Notices and Submittals. All notices, documents and communications required to be given under this Agreement, unless otherwise specified herein, shall be sent to the respective parties at the following addresses in a manner that produces a record of the sending of the notice, document or communication such as certified mail, overnight delivery service, facsimile transmission or courier hand delivery service:

3.4.1 To DTSC:

Mr. James L. Tjosvold, P.E., Chief  
Northern California-Central Cleanup Operations Branch  
Attn: Mr. Eric L. Wallberg  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, 95826

3.4.2 To the Proponent:

Mr. Chris Meyer  
Operation Team Manager  
Unocal  
276 Tank Farm Road  
P.O. Box 1069  
San Luis Obispo, California 93406

Mr. Achebe Hope  
Project Manager  
Unocal  
276 Tank Farm Road  
P.O. Box 1069  
San Luis Obispo, California 93406

3.4.3 To the Project Coordinator:

Mr. Eric Chase  
ENSR Corporation  
10411 Old Placerville Road, Suite 210  
Sacramento, California 95827-2508

Mr. Ben Heningburg  
ENSR Corporation  
10411 Old Placerville Road, Suite 210  
Sacramento, California 95827-2508

3.5 DTSC Review and Approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) Return comments to the Proponent with recommended changes; or (b) Modify the document as deemed necessary and approve the document as modified.



3.6 Communications. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to the Proponent and Project Coordinator in writing by DTSC's Agreement Manager or his/her designee. No informal advice, guidance, or suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the Proponent and Project Coordinator shall be construed to relieve the Proponent of the obligation to obtain such written approvals.

3.7 Endangerment During Implementation. In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health and safety of people on the Site or in the surrounding area or to the environment, DTSC may order the Proponent to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment.

3.8 Payment. The Proponent agrees to pay (1) all costs incurred by DTSC in association with preparation of this Agreement and for review of documents submitted prior to the effective date of the Agreement, and (2) all costs incurred by DTSC in providing oversight pursuant to this Agreement, including review of the documents described in Exhibit C and associated documents, and in providing oversight of field activities. An estimate of DTSC's oversight costs is attached as Exhibit D. It is understood by the parties that Exhibit D is an estimate and cannot be relied upon as the final cost figure. DTSC will bill the Proponents quarterly. The Proponent agrees to make payment within sixty (60) days of receipt of DTSC's billing. Such billings will reflect any amounts that have been advanced to DTSC by the Proponent.

3.8.1 In anticipation of services to be rendered, Proponent shall make an advance payment of fifteen thousand-three hundred-nintety dollars (\$15,395) to DTSC. That payment shall be made no later than ten (10) days after this Agreement is fully executed. If the Proponent's advance payment does not cover all costs payable to

DTSC under this paragraph, Proponent agrees to pay the additional costs within sixty (60) days of receipt of a bill from DTSC.

3.8.2 If any bill is not paid by the Proponent within sixty (60) days after it is sent by DTSC, the Proponent may be deemed to be in material default of this Agreement.

3.8.3 All payments made by the Proponent pursuant to this Agreement shall be by a cashier's or certified check made payable to the "Department of Toxic Substances Control", and bearing on its face the project code for the site (site # 101760) and the docket number of this Agreement. Payments shall be sent to:

Department of Toxic Substances Control  
Accounting/Cashier  
1001 I Street  
P.O. Box 806  
Sacramento, California 95812-0806

A photocopy of the check shall be sent concurrently to DTSC's Agreement Manager/Regional Branch Chief.

3.8.4 If the advance payment exceeds DTSC's actual oversight costs, DTSC will provide an accounting for expenses and refund the difference within one hundred-twenty (120) days after termination of this Agreement in accordance with Paragraph 3.18. In no other case shall the Proponent be entitled to a refund from DTSC or to assert a claim against DTSC for any amount paid or expended under this Agreement.

3.9 Condition Precedent. It is expressly understood and agreed that DTSC's receipt of the advance payment described in Paragraph 3.8.1. is a condition precedent to DTSC's obligation to provide oversight, review and/or comment on documents.

3.10 Record Retention. DTSC shall retain all cost records associated with the work performed under this Agreement for such time periods as may be required by applicable state law. The Proponent may request to inspect all documents which support DTSC's cost determination in accordance with the Public Records Act, Government Code section 6250 et seq.

3.11 Project Coordinator. The work performed pursuant to this Agreement shall be under the direction and supervision of a qualified Project Coordinator, with expertise in hazardous substance site cleanup. The Proponent shall submit: a) the name and address of the project coordinator; and b) in order to demonstrate expertise in hazardous substance site cleanup, the resume of the coordinator. The Proponent shall promptly notify DTSC of any change in the identity of the Project Coordinator. All engineering and geological work shall be conducted in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

3.12 Access. Proponent shall provide, and/or obtain access to the Site and offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. DTSC and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to this Site; reviewing the progress of the Proponent in carrying out the terms of this Agreement; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by the Proponent.

3.13 Sampling, Data and Document Availability. When requested by DTSC, the Proponent shall make available to DTSC, and shall provide copies of, all data and information concerning contamination at the Site, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement.

3.14 Notification of Field Activities. The Proponent shall inform DTSC at least seven (7) days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by the Proponent pursuant to this Agreement.

3.15 Notification of Environmental Condition. The Proponent shall notify DTSC's Agreement Manager immediately upon learning of any condition posing an immediate threat to public health or safety or the environment. Within seven (7) days of the onset of such a condition, the Proponent shall furnish a report to DTSC, signed by the Proponent's Agreement Manager, setting forth the events which occurred and the measures taken in the response thereto.

3.16 Preservation of Documentation. The Proponent shall maintain a central repository of the data, reports, and other documents prepared pursuant to this Agreement. All such data, reports and other documents shall be preserved by the Proponent for a minimum of six (6) years after the conclusion of all activities carried out under this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, the Proponent shall either comply with that request, deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. The Proponent shall notify DTSC in writing at least ninety (90) days before destroying any documents prepared pursuant to this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six year period, the related records shall be retained until the

completion and resolution of all issues arising therefrom or until the end of the six-year period, which ever is later.

3.17 Amendments. This Agreement may be amended or modified solely upon written consent of all parties. Such amendments or modifications may be proposed by any party and shall be effective the third business day following the day the last party signing the amendment or modification sends its notification of signing to the other party. The parties may agree to a different effective date.

3.18 Termination for Convenience. Except as otherwise provided in this Paragraph, each party to this Agreement reserves the right unilaterally to terminate this Agreement for any reason. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Agreement to the other Party in the event that this Agreement is terminated under this Paragraph, the Proponent shall be responsible for DTSC costs payable pursuant to paragraph 3.8 hereof through the effective date of termination.

3.19 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

3.20 Time Periods. Unless otherwise specified, time periods begin from the date this Agreement is fully executed, and "days" means calendar days. "Business days" means all calendar days that are not weekends or official State holidays.

3.21 Proponent Liabilities. Nothing in this Agreement shall constitute or be considered a satisfaction or release from liability for any condition or claim arising as a result of Proponent's past, current, or future operations. Nothing in this Agreement is intended or shall be construed to limit the rights of any of the parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site.

3.22 Government Liabilities. The State of California (State) shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by the Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California be held as a party to any contract entered into by the Proponent or its agents in carrying out the activities pursuant to this Agreement.

3.23 Third Party Actions. In the event that the Proponent is a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, the Proponent shall notify DTSC in writing within ten (10) days after service of the complaint in the third-party action. Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

3.24 Reservation of Rights. DTSC and the Proponent reserve the following rights.

3.24.1 DTSC reserves its right to pursue cost recovery under the Comprehensive Environmental Response, Compensation and Liability act of 1980 (CERCLA), as amended, the California Health and Safety Code section 25360, and any other applicable section of the law.

3.24.2 Nothing in this Agreement is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law or equity to protect public health and safety or the environment and recovering the costs thereof.

3.24.3 Nothing in this Agreement shall constitute or be construed as a waiver of the Proponent's rights, (including any covenant not to sue or release) with respect to any claim, cause of action, or demand in law or equity that the Proponent may have against any "person", as defined in Section 101(21) of CERCLA, or Health and Safety Code section 25319, that is not a signatory to this Agreement.

3.24.4 By entering into this Agreement, Proponent does not admit to any fact, fault or liability under any statute or regulation.

3.25 Compliance with Applicable Laws. Nothing in this Agreement shall relieve the Proponent from complying with all applicable laws and regulations, and the Proponent shall conform all actions required by this Agreement with all applicable federal, state and local laws and regulations.

3.26 California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.

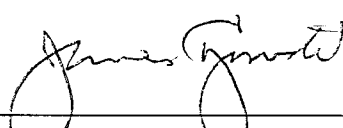
3.27 Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining terms of the Agreement.

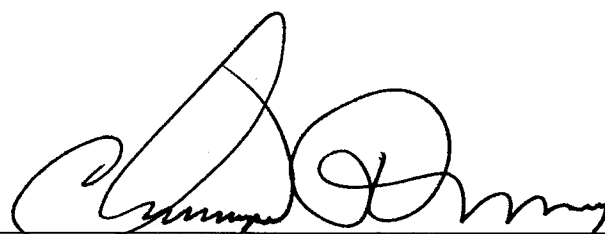
3.28 Parties Bound. This Agreement applies to and is binding, jointly and severally, upon each signatory and its officers, directors, agents, receivers, trustees, heirs, executors, administrators, successors, and assigns, and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Agreement. No change in the ownership or corporate or business status of any signatory, or of the facility or Site shall alter any signatory's responsibilities under this Agreement.

3.29 Effective Date. The effective date of this Agreement is the date when this Agreement is fully executed.

3.30 Representative Authority. Each undersigned representative of the parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the parties to this Agreement.

3.31 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

  
\_\_\_\_\_  
Date 6/30/05  
Mr. James L. Tjosvold, P.E., Chief  
Northern California-Central Cleanup Operations Branch  
Site Mitigation and Brownfields Reuse Program  
Department of Toxic Substances Control

  
\_\_\_\_\_  
Date 6/20/05  
~~Richard G. Horn, P.E.~~ CHRIS MEYER  
Operations Team Manager  
Unocal Corporation



## EXHIBITS

A - SITE DIAGRAM

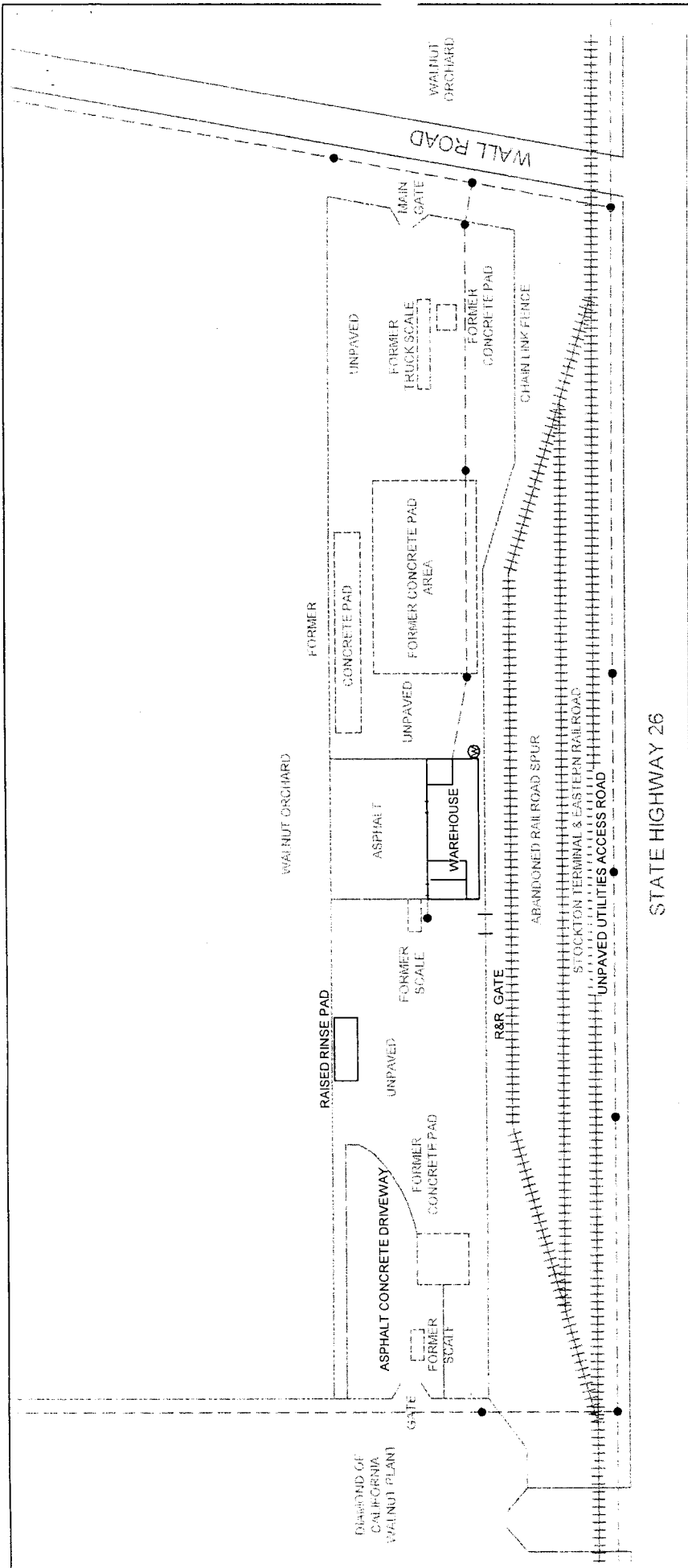
B - SITE LOCATION MAP

C - SCOPE OF WORK

D - COST ESTIMATE

E - SCHEDULE

EXHIBIT A  
SITE DIAGRAM



# LEGEND

- PROPERTY LINE
- POWER POLE
- UTILITIES
- WATER SHUT OFF VALVE



10411 Old Placerville Road Ste 210  
 Sacramento, CA 95827  
 Phone: (916) 362-7100  
 Fax: (916) 362-8100  
 Web: WWW.ENSRCOM

## SITE MAP VOLUNTARY CLEANUP AGREEMENT

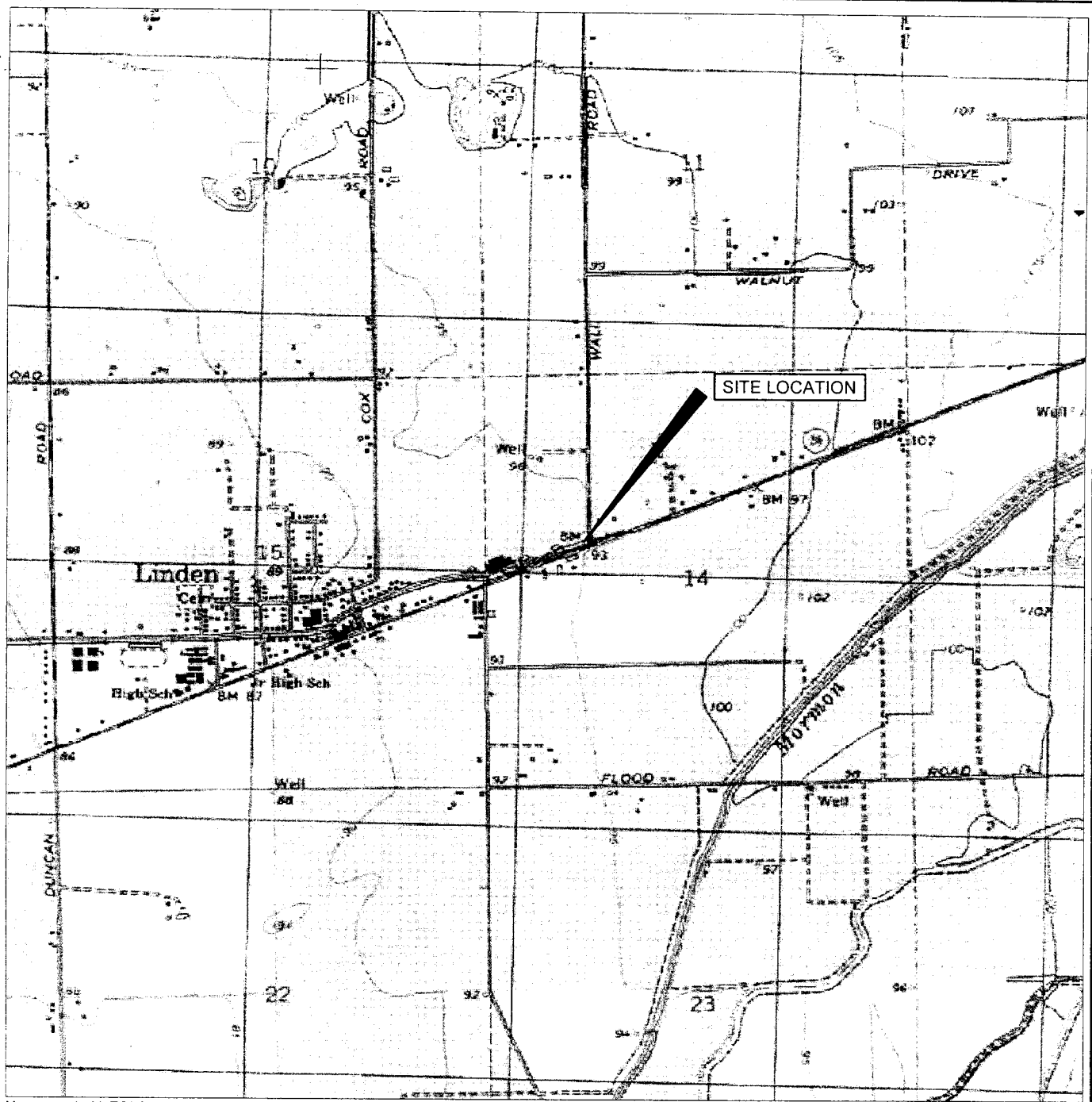
Former UNOCAL PureGro Facility 776140  
 19783 Highway 26  
 Linden, California

DRAWN BY	DATE	PROJECT NUMBER
D PARTIDA	01/11/2005	06940-554

FIGURE

1

EXHIBIT B  
SITE LOCATION MAP

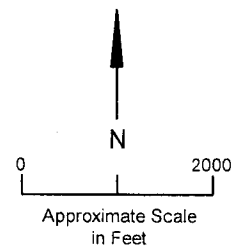


Map created with TOPO - 2003 National Geographic



MAP LOCATION

SOURCE: BASE MAP FROM U.S.G.S.  
QUADRANT NAME  
7.5 MINUTE TOPOGRAPHIC  
REVISED



**ENSR**  
INTERNATIONAL

10411 Old Placerville Road Ste 210  
Sacramento, California 95827  
Phone: (916) 362-7100  
Fax: (916) 362-8100  
Web: WWW.ENSRCOM

## SITE LOCATION MAP

Former UNOCAL PureGro Facility 776140  
19783 Highway 26  
Linden, California

FIGURE

2

DRAWN BY	DATE	PROJECT NUMBER
D PARTIDA	1/13/2004	06940-554

EXHIBIT C  
SCOPE OF WORK

## EXHIBIT C

### SCOPE OF WORK

The following Tasks will be completed as part of this Agreement:

TASK 1. Preliminary Endangerment Assessment (PEA). Proponent shall conduct a PEA to determine whether a release or threatened release of hazardous substances exists at the Site which poses a threat to human health or the environment. The PEA shall be conducted in accordance with the DTSC guidance manual for evaluating hazardous substance release sites, titled: "Preliminary Endangerment Assessment Guidance Manual," State of California, Environmental Protection Agency, Department of Toxic Substances Control (January 1994). Documents which may be required as part of the PEA are:

- (a) PEA Report. An existing PEA report will be reviewed by DTSC. Should there be sufficient deficiencies in the investigations upon which this report is based, the proponent shall complete the subtasks outlined in (b) and (c) of this task and tasks 3 and 4.
- (b) PEA Work Plan. This work plan shall include a sampling plan designed to determine the type and general extent of contamination at the Site; a health and safety plan addressing health and safety issues and safe work practices; and a quality assurance/quality control plan to produce data of known quality.
- (c) Amended PEA Report. This report will document whether a release has occurred or threatened release exists, the threat the Site poses to human health and the environment, and whether further action is necessary.

TASK 2. Public Participation.

2.1 Proponent shall conduct appropriate public participation activities given the nature of the community surrounding the Site and the level of community interest. Proponent shall work cooperatively with DTSC to ensure that the affected and

interested public and community are involved in DTSC's decision-making process. Any such public participation activities shall be conducted in accordance with Health and Safety Code sections 25358.7, the DTSC Public Participation Policy and Procedures Manual, and with DTSC's review and approval.

2.2 The Proponent shall prepare a community profile to examine the level of the community's knowledge of the Site; the types of community concerns; the proximity of the Site to homes and/or schools, day care facilities, churches, etc.; the current and proposed use of the Site; media interest; and involvement of community groups and elected officials.

2.3 The Proponent shall develop and submit fact sheets to DTSC for review and approval when specifically requested by DTSC. Proponent shall be responsible for printing and distribution of fact sheets upon DTSC approval using the approved community mailing list.

TASK 3. Quality Assurance/Quality Control (QA/QC) Plan. All sampling and analysis conducted by the Proponent under this Agreement shall be performed in accordance with a QA/QC Plan submitted by the Proponent and approved by DTSC. The QA/QC Plan will describe:

- (a) the procedures for the collection, identification, preservation and transport of samples;
- (b) the calibration and maintenance of instruments;
- (c) the processing, verification, storage and reporting of data, including chain of custody procedures and identification of qualified person(s) conducting the sampling and of a laboratory certified or approved by DTSC pursuant to Health and Safety Code section 25198; and
- (d) how the data obtained pursuant to this Agreement will be managed and preserved in accordance with the Preservation of Documentation section of this Agreement.



TASK 4. Health and Safety Plan. The Proponent will submit a Site Health and Safety Plan in accordance with California Code of Regulations, Title 8, section 5192 and DTSC guidance, which covers all measures, including contingency plans, which will be taken during field activities to protect the health and safety of the workers at the Site and the general public from exposure to hazardous waste, substances or materials. The Health and Safety Plan should describe the specific personnel, procedures and equipment to be utilized.

### Associated Documents

DTSC. June 16, 1987. Review of Sampling Plan dated November 13, 1986. Linden, California. Prepared by: DTSC, Sacramento, California.

Sierra-Pacific. 1992. Draft Preliminary Endangerment Assessment Report. The PureGro Company, Highway 26 and Wall Road. Linden, California. Prepared by: Sierra-Pacific Groundwater Consultants, Inc., Cameron Park, California.

Sierra-Pacific. February 11, 1992. January Status Report. Linden, San Joaquin County, California, Sierra Pacific Project No 10-91-144. Prepared by: Sierra-Pacific Groundwater Consultants, Inc., Cameron Park, California.

Sierra-Pacific. February 17, 1992. Preliminary Analytical Results. Linden, San Joaquin County, California, Sierra Pacific Project No 10-91-144. Prepared by: Sierra-Pacific Groundwater Consultants, Inc., Cameron Park, California.

Sierra-Pacific. March 2, 1992. February Status Report. Linden, San Joaquin County, California, Sierra Pacific Project No 10-91-144. Prepared by: Sierra-Pacific Groundwater Consultants, Inc., Cameron Park, California.

DTSC. April 1, 1992. Review of Draft PEA by Sierra Pacific (Inadequate) with Calsites Profile Report. Linden, California. Prepared by: DTSC (Megan Cambridge), Sacramento, California.

Sierra-Pacific. April 14, 1992. March Status Report. Linden, San Joaquin County, California, Sierra Pacific Project No 10-91-144. Prepared by: Sierra-Pacific Groundwater Consultants, Inc., Cameron Park, California.

Sierra-Pacific. April 14, 1992. Phase 2 Work Proposal, PureGro Linden Facility, Nitrogen Rich Soil Mapping Plan. Linden, San Joaquin County, California, Sierra Pacific Project No 10-91-144. Prepared by: Sierra-Pacific Groundwater Consultants, Inc., Cameron Park, California.

DTSC. April 27, 1992. Site Tracking Sheet. Highway 26 and Wall Road, Linden, California. Prepared by: DTSC (Megan Cambridge and Claudia Johansen), Sacramento, California.

Sierra-Pacific. May 6, 1992. April Status Report. Linden, San Joaquin County, California, Sierra Pacific Project No 10-91-144. Prepared by: Sierra-Pacific Groundwater Consultants, Inc., Cameron Park, California.

Sierra-Pacific. June 3, 1992. May Status Report. Linden, San Joaquin County, California, Sierra Pacific Project No. 10-91-144. Prepared by: Sierra-Pacific Groundwater Consultants, Inc., Cameron Park, California.

Sierra-Pacific. January 12, 1993. PureGro Linden Facility Work Plan (January 1993). Linden, San Joaquin County, California, Sierra Pacific Project No 10-91-144. Prepared by: Sierra-Pacific Groundwater Consultants, Inc., Cameron Park, California.

DTSC. July 1, 1996. Letter to PureGro Recommending PEA. Linden, California. Prepared by: DTSC, Sacramento, California.

DTSC. August 1, 1996. Calsites Profile Report Transmittal. Linden, California. Prepared by: DTSC (Danny Domingo), Sacramento, California.

SCS Engineers. January 11, 2000. Site Demolition Report. Unocal/PureGro Facility, 16401 Highway 26 @ N. Wall Road. Linden, California. Prepared by: SCS Engineers, Dublin, California.

UNOCAL AMG. March 8, 2001. Linden Site Summary. Prepared by: UNOCAL

ENSR International. November 4, 2004. Removal of Equipment and Debris Stored at Former PureGro Facility. Former PureGro Site No. 776140. 19783 State Route 26, Linden, California.

Linden County Water District. November 19, 2004. Transmittal regarding district well locations. Linden, California. Prepared by: Linden County Water District, Linden, California.

ENSR International. December 28, 2004. Asbestos Survey Report. Former PureGro site No. 776140. 19783 State Route 26, Linden California. Prepared by ENSR, Sacramento, California.

EXHIBIT D  
COST ESTIMATE

Department of Toxic Substances Control

Exhibit D

**COST ESTIMATE: PUREGRO LINDEN FACILITY**

*Includes Direct and Indirect Cost Rates \**

TITLE	Project Manager	Legal	Toxicology	Geology	HQ CEQA	Industrial Hygiene	Public Participation	Supervisor	Tech. Sr.	Clerical
CLASSIFICATION	HSS/HSE	Staff Counsel	Staff Toxicologist	HSEG	AEP	AIH	PPS	SHSE/SHSS	SHSE/SHSS	WPT
TASKS										
Agreement Negotiation/Preparation	4	2						2		2
PEA	70		25	6			12	4	2	2
RI/FS Workplan										
RI Report										
FS Report										
Baseline Risk Assessment										
Public Participation										
CEQA										
RAP/RAW										
Response to Comments										
Health and Safety Plan										
Implementation Oversight										
Completion/ Implementation Report										
Deed Restriction										
O&M Agreement										
Certification										
O&M Manual										
Total Hours/Class	74	2	25	6	0	0	12	6	2	4
Total Hours	131									
Hourly Rate/Class	\$110	\$152	\$149	\$122	\$108	\$115	\$103	\$127	\$134	\$57
Total Cost/Class	\$8,140	\$304	\$3,725	\$732	\$0	\$0	\$1,236	\$762	\$268	\$228

Total Estimated Costs	\$15,395
Past Costs	
Grand Total Costs	\$15,395

\* Indirect rate used for calculations = 172.79%

5/11/2005

EXHIBIT E  
SCHEDULE

EXHIBIT E  
SCHEDULE

**PUREGRO LINDEN TASK SCHEDULE**

<b>TASK</b>	<b>SCHEDULE*</b>
Draft community profile amendment to existing PEA <del>Work Plan</del> <sup>Report</sup> <sup>AH</sup>	Within 30-days of signing of VCA
DTSC review/comment on PEA report	Within 60-days of receipt of draft PEA report and community profile amendment
Finalize PEA report	Within 20-days of DTSC comments on the draft PEA report
DTSC PEA report approval	Within 15-days of receipt of finalized PEA report
Draft PEA Work Plan (including health and safety, QA/QC plan, and community profile	Within 60-days of notification of inadequacy of prior investigations
DTSC review/comment on the draft Work Plans	Within 20-days of submittal of the draft Work Plans
Revised Work Plans	Within 15-days of DTSC comments on the draft Work Plans
DTSC review/approve finalized Work Plans	Within 5-days of receipt of revised Work Plans
Field work	Within 30-days of receipt of approval of finalized Work Plan
Draft PEA report	Within 60-days of completion of field work
DTSC review/comment on PEA report	Within 60-days of receipt of draft PEA report
Finalize PEA report	Within 10-days of DTSC comments on the draft PEA report
DTSC PEA report approval	Within 15-days of receipt of finalized PEA report

\*All days are calendar days unless specified otherwise.